

1911

EAST AFR. PROT.



8586

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8585
Recd
17 MAR 11

Progan Concessions

Is prepared to enter into an agreement on general lines indicated by the Comd. & amplified by Co. letter to Feb. Subjects for settlement certain points of detail not adequately covered by the Comd. message.

Mr. Read,

This letter should be read with the provisional agreement printed on pages 20 and 21 of G/38479/10 (printed copy) and with our letter of the 10th of February on G/3340/11.

I do not think we can settle the questions here raised without reference to the Protectorate. Some of them are of considerable importance.

Point (1) - The right to divert water from any channel within the areas covered by the licences might be a very serious matter.

Points (2) & (3) seem to me to be reasonable, but the local authorities certainly ought to have an opportunity of pronouncing upon them and ought to suggest the form of words which should be adopted to meet these points in the agreement.

Point(4)

*Copy sent for Comd. on 25th Nov 11
Copy above sent to Comd. 17 Aug 11
For and Comd. 18 Sep 11*

subsequent Paper

12295

Point (4) is not unreasonable. Mr. Grogan wishes to stipulate that the proviso that the licence fees to be paid in any year may only be deducted from the royalties payable in respect of that year shall not be made retrospective. Under the existing agreements as I read them, he would have the right to deduct rents paid from royalties payable at any time during the currency of the agreements and his stipulation that the new arrangement shall not be made retrospective is very difficult to refuse. He ~~shall~~ ^{will} have to hear what the local authorities have to say about it, and we should ask what amount of rents and royalties have already been paid or are already due so that we may know precisely what sum is involved.

What he says on Point (5) agrees with what he told me at our interview and with a little sketch which he drew me of the area at Kilindini. See sketch in margin.

Grogan's sketch
Main Harb.

? Copy to Governor and ask him for his observations on this letter and for the insertion of words at the necessary points in the provisional agreement to cover the questions now raised; and tell Captain Grogan that Mr. Harcourt regrets that it will be necessary to consult the Governor on the points raised in his letter, but that he will communicate with him again as soon as he receives the Governor's reply.

2/13
March 20
8 ft. for [unclear]
at once.
H. J. R.
20/11

TELEGRAMS MARK
STATION WHITING 96.1 MILE

358

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8536
JAN 14 1911

CAMP HILL,
THE NEWCASTLE,
STAFFS.

Jan. 14th. 1911

The Under Secretary of State
The Colonial Office
London. S.W.

PRINTED FOR USE OF
AFRICAN.
No. 965.
COLONIAL OFFICE
re. 8840/1911

Sir,

I have the honour to acknowledge receipt of your letter of Feb. 10th. 4
2/3/11

I am prepared to enter into an agreement on the general lines indicated by Mr. Combe and amplified by clauses (a) and (b) of paragraph (1) of your letter.

There are a few points of detail which are not adequately covered by Mr. Combe's minute and require specific mention.

Owing to the rush of work incidental to H.E. The Governor's departure for England, Mr. Combe's draft was only sent to me the day before my departure and there was therefore no opportunity of securing their incorporation.

They are:

(1) "licensee to have the right to divert water from any channel within the areas but not to pollute the same without H.E. The Governor's consent". The insertion of a clause to this effect was agreed between Mr. Combe and myself. Its omission is presumably accidental.

(2) insertion of a clause giving the licensee all

rights of use of the areas held under license, which would arise under a lease, subject to any limitations expressly implied by this agreement and by the forestal conditions. The principle of this was agreed by Mr. Combe and myself, the object of the clause being to give the licensee and his agents the necessary powers to prevent trespass and to control the actions of unauthorised persons entering the forest.

(3) in paragraph 2 (6) of Mr. Combe's draft there was to have been some provision for securing the interests of the licensee as against prospectors or lessees of mining rights. I submit that in this connection the licensee should rank as a lessee of land for purposes of compensation etc. as against subsequent licensees under the Mining Laws.

(4) in agreeing to the wording of paragraph 2 (4) of Mr. Combe's provisional draft as explained in paragraph 2 of your letter, I understand that this refers exclusively to rentals payable hereafter and that we shall be credited with all past payments as paid on account of any cubic footage which may at any time hereafter be cut in excess of the quantity covered by the minimum annual payment of Rs. 6000.

(5) paragraph 3 of Mr. Combe's draft should read,
".....two of which blocks shall have water-frontage on Kilindini Main Harbour of as nearly as possible equal dimensions. When such survey and divisions have been completed the Government will grant to Messrs. Lingham and Grogan a lease of the two blocks

adjacent to the Mbaraki Creek. Such lease This was the arrangement as I understood it to have been agreed between Mr. Gombe and myself. Unless we have the two blocks adjoining the creek we have no means of access to the frontage on the Harbour which would therefore be useless for our purpose.

I am

Sir

your obedient servant

Walter G. G. G.

86

G/8586 E.A.P.

371



And 25/2

Downing Street,

18 March, 1911.

DRAFT

EAST AFRICA PROTECTORATE.

CONFIDENTIAL.

Governor

Colonel Sir Percy Girouard,
K.C.M.G., D.S.O., R.E.,
&c. &c. &c.

Jm

MINUTE.

Sir,

- Mr. H.F.B. *24/3*
- Mr. Butler *24*
- Mr. Read 25*
- X Mr. Fiddes. *25 (on 12/17)*
- Mr. Just.
- Mr. Cox.
- Sir C. Lucas.

- Col. Seely.
- Mr. Harcourt.

Mr. Conson

Captain Grogan. 14th March.
(8586)

*Capt Grogan
diff. 14/3/11*

Copy to Mr. M. B. ...

With reference to my Confidential despatch of the 16th of February, on the subject of Messrs. Grogan and Lingham's Concessions, I have the honour to transmit to you, for your consideration, the accompanying copy of a letter from Captain E. S. Grogan, and of a letter sent to him in reply.

2. To take the various points raised by Captain Grogan in order:—

Point (1). The right to divert water from any channel within the areas covered by the licences might prove a

24/3/11

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very

very serious matter, but the point appears to have been discussed between Captain Grogan and Mr. Combe, and I shall be glad to receive your observations with regard to it.

Points (2) and (3) appear to be reasonable, but I shall be glad to receive your views on them and your suggestions as to the form of words which should be adopted to meet these points in the agreement.

Point (4) does not appear unreasonable. Captain Grogan wishes to stipulate that the proviso that the licence fees to be paid in any year may only be deducted from the royalties payable in respect of that year shall not be made retrospective. ^{It would not be that,} Under the existing agreements, as I read them, he would have the right to deduct rents paid from royalties payable at any time during the currency of the agreements, and his stipulation

stipulation that the new arrangement shall not be made retrospective ^{therefore} appears ~~very~~ difficult to refuse. I shall be glad, however, to be favoured with your opinion on this point, and to be informed what amount of ^{rent} rates and royalties have already been paid or are already due, so that I may know precisely what sum is involved.

Point (5) - You will no doubt do best to me what is involved by this proposal.

3. I have to request that, you ^{will} furnish me with your observations generally on Captain Grogan's letter, and that you will suggest the ^{from it} insertion ^{to be inserted} of words at the necessary points of the provisional agreement to cover the questions now raised.

I have, &c.,
L. H. ...

9
8886 CAP

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✓
28 March 1900



I am etc to sub

DRAFT

Capt. E. S. Progan

MINUTE.

Mr. Pitts 24/5

Mr. Ball 24 f 3

Mr. Fiddes.

Mr. Just.

Mr. Cox.

Sir C. Lucas.

Col. Sedg.

Mr. Harcourt.

recd of your letter of the
14th of March stating that
subject to certain points
of detail, you are prepared
to enter into an agreement
on the following lines
indicated ~~see by~~ ~~the~~

~~with the modifications~~

mentioned in the letter

from the Act of the

10th of Feb

2. Mr Harcourt reports

that it will be necessary

to consult the Joint

103540

Copy to be sent to Mr. Sedg. 28th March 1900
Copy to Mr. Harcourt 28th March 1900
Copy to Mr. Pitts 28th March 1900
Copy to Mr. Ball 28th March 1900
Copy to Mr. Fiddes 28th March 1900
Copy to Mr. Just 28th March 1900
Copy to Mr. Cox 28th March 1900
Copy to Sir C. Lucas 28th March 1900
Copy to Col. Sedg. 28th March 1900
Copy to Mr. Harcourt 28th March 1900

L. S. Progan

103540 N^o 8581

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